

1 BILL NO. S-83-05-24

2 SPECIAL ORDINANCE NO. S-106-83

3 AN ORDINANCE approving a contract  
4 by the City of Fort Wayne by and  
5 through its Board of Public Works  
6 and Land Excavating, Inc., for  
7 Resolution No. 387-83, Michigan  
8 Avenue Storm Sewer, Phase I.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
10 THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. The annexed Contract, made a part hereof,  
12 by the City of Fort Wayne by and through its Board of Public  
13 Works and Land Excavating, Inc., for Res. No. 387-83, Michigan  
14 Avenue Storm Sewer, Phase I, is hereby ratified and affirmed and  
15 approved in all respects. The work under said Contract requires:

16 construction of a main sewer, which from  
17 its size and character is not only in-  
18 tended and adapted for use by property  
19 holders whose property abuts along the  
20 line of said sewer, but is also intended  
21 and adapted for receiving drainage from  
22 collateral drains already constructed or  
23 which hereafter may be constructed; across  
24 the north half of the southeast quarter  
25 of Section 10, Township 30 North Range 12  
26 East bounded on the north by the south  
27 right of way line of Taylor Street, bounded  
28 on the east by the west right of way line  
29 of Broadway, bounded on the southeast by  
30 the north right of way line of Guthrie  
31 Street; and the south right of way line of  
32 Hale Ave.;

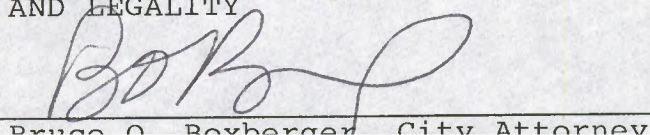
33 the Contract price is Three Hundred Forty-One Thousand Three Hun-  
34 dred Sixty-Eight and 90/100 Dollars (\$341,368.90).

35 SECTION 2. Prior approval was received from Council  
with respect to this Contract on April 26, 1983. Two (2) copies  
of the Contract attached hereto are on file with the City Clerk,  
and are available for public inspection.

SECTION 3. That this Ordinance shall be in full force  
and effect from and after its passage and any and all necessary  
approval by the Mayor.

  
Councilmember

APPROVED AS TO FORM  
AND LEGALITY

  
Bruce O. Boyhager, City Attorney



Read the first time in full and on motion by Scruggs, seconded by Stew, and duly adopted, read the second time by title and referred to the Committee City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 5-24-83

Sandra E. Kennedy  
CITY CLERK

Read the third time in full and on motion by Scruggs, seconded by GiaQuinta, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 6-14-83

Sandra E. Kennedy  
- CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)

(APPROPRIATION) ORDINANCE (RESOLUTION) NO. S-106-83

on the 14th day of June, 1983.

ATTEST:

(SEAL)

Sandra E. Kennedy  
CITY CLERK

Ray A. E. Clark  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th day of June, 1983, at the hour of 11:30 o'clock A. M., E.S.T.

Sandra E. Kennedy  
CITY CLERK

Approved and signed by me this 16th day of June, 1983, at the hour of 2 o'clock P. M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR. - MAYOR



CONTRACT NO. 387-1983 PHASE 1

73-23-12  
4/27/83

THIS CONTRACT made and entered into in triplicate this 27th day of April, 1983, by and between Land Excavating, herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of the following:

PHASE I

MAIN LINE: Beginning at a proposed Structure #1 located 30± LF north of the centerline of Hale Avenue and 153± LF west of the centerline of Pauline Street on the east bank of the St. Mary's River; thence southeasterly for a distance of 165± LF to proposed Structure #2 located within the right-of-way of Hale Avenue 12± LF south of the north right-of-way line; thence easterly for a distance of 700± LF to proposed Structure #4, located 16± LF south of the north right-of-way line of Hale Avenue and 25± LF west of the east right-of-way line of Reidmiller Avenue; thence northerly for a distance of 380± LF to proposed Structure #5 located 18± LF north of the south right-of-way line of Michigan Avenue and 25± LF west of the east right-of-way line of Reidmiller Avenue; thence easterly for a distance of 810± LF to proposed Structure #7 located 21± LF north of the south right-of-way line of Michigan Avenue and 25± LF west of the east right-of-way line of Nelson Street; thence northerly for a distance of 430± LF to proposed Structure #9 located 25± LF north of the southerly right-of-way of Leland Avenue and 25± LF west of the easterly right-of-way of Nelson Street.

Said sewer shall be 48", 42", 36", 27", and 21" in diameter.

LATERAL #4

Beginning at proposed Structure #6 located 19± feet north of the south right-of-way line of Michigan Avenue and 42± feet west of the east right-of-way line of Thompson Avenue; thence southwesterly for a distance of 300± LF to a proposed Structure #18 located 15± feet east of the west right-of-way line of Thompson Avenue; thence easterly for a distance of 158± LF to proposed Structure #19 located 13± feet south of the north right-of-way line of Zollars Avenue.

Said sewer shall be 21" in diameter.

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11106, Sheets 1-17B and do everything required by this contract and the other documents constituting a part hereof.



## ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of \$341,368.90. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

48" R.C.P. Class III	Seventy-five dollars and 10/100	75.10
42" R.C.P. Class III	Sixty-two dollars and 65/100	62.65
36" R.C.P. Class III	Forty-three dollars and 10/100	43.10
27" R.C.P. Class III	Thirty dollars and 20/100	30.20
21" R.C.P. Class III	Twenty dollars and 70/100	20.70
15" R.C.P. Class III	Nineteen dollars and no/100	19.00
Lat. #1		
18" R.C.P. Class III	Thirty-seven dollars and 60/100	37.60
Lat. #2		
18" R.C.P. Class III	Twenty-five dollars and 60/100	25.60
Lat. #3		
21" R.C.P. Class III	Twenty dollars and 20/100	20.20
Lat. #4		
18" R.C.P. Class III	Twenty-six dollars and 70/100	26.70
Lat. #5		
18" R.C.P. Class III	Twenty-five dollars and 60/100	25.60
Lat. #6		
15" R.C.P. Class III	Thirty dollars and no/100	30.00
Lat. #7		
Str's. #2, 3, 5, 6, - Std. M.H. Type II-A (84") or Equivalent Box Str.	Two thousand two hundred eighty dollar and no/100	2,280.00
Strs. #4 - Std. M.H. Type II-A (96") or Equivalent Box Str.	Two thousand three hundred forty dollars and no/100	2,340.00
Str. #7 - Std. MH Type II-A (72") or Equivalent Box Str.	Two thousand forty dollars and no/100	2,040.00
Strs. #8, 9 - Std. MH Type II-A (60") or Equivalent Box Sts.	One thousand three hundred ninety dollars and no/100	1,390.00
Installation of Std. New Inlet Type I-C	Three hundred seventy dollars and no/100	370.00
Installation of Std. New Inlet Type I-C (inclusive of removal of existing Brick Inlets)	Two hundred eighty dollars and no/100	280.00
Upgrading existing precast Catch Basin	Two hundred eighty dollars and no/100	280.00
12" R.C.P. Cl. IV Inlet Pipes	Twenty-six dollars and 60/100	26.60
15" R.C.P. Cl. IV Inlet Pipes	One dollar and no/100	1.00
Removal & Replacement; 4"-6" Sewers	Seven dollars and 90/100	7.90



Removal & Replacement; 8"-12" Sewers	Ten dollars and 80/100	10.80
B-Bedding and/or Street Backfill	One dollar and 80/100	1.80
#53 or #73 Aggregate Subbase (10" Compacted)	Five dollars and 10/100	5.10
H.A.C.; #9 Binder (330#/sy) (incl. Primer)	Twenty-six dollars and 30/100	26.30
H.A.C.; A-2 Surface (110#/sy) (incl. Tack)	Twenty-eight dollars and 80/100	28.80
6" Concrete Drives (Remove and Replacement)	Fourteen dollars and 10/100	14.10
4" Sidewalk (Remove & Replace)	One dollar and 30/100	1.30
Concrete Curb (Type III) (Remove & Replace)	Seven dollars and 20/100	7.20
Dewatering	No dollars and 10/100	0.10
Base Stabilization	Ten dollars and 30/100	10.30
12" Revetment Rip Rap	Thirteen dollars and 80/100	13.80
Remove/Replace and/or Relocate 6" Water Main	Eight dollars and no/100	8.00
Std. M.H. Type I-A	Nine hundred forty-five dollars and no/100	945.00
Std. M.H. II-A (60")	One thousand two hundred sixty-five dollars and no/100	1,265.00
Landscaping (3" Dia. Trees)	One hundred dollars and no/100	100.00
Seeding & 1" Mulch	No dollars and 60/100	0.60
Saw Cutting	No dollars and 90/100	0.90
Concrete Encasement (underground duct crossing)	Ninety-two dollars and 70/100	92.70
Installation of 8" Sanitary Sewer	Twelve dollars and 10/100	12.10
Asphalt over concrete and/or Brick Pavement Removal	One dollar and 25/100	1.25
Installation of Special Wingwall at Str. #1	Five hundred seventy dollars and no/100	570.00
Installation of Special Box Structure at Str. #1	Five hundred sixty-two dollars and no/100	562.00
Installation of 48" Flap Gate	Seven thousand six hundred dollars and no/100	7,600.00
Installation of 30" Flap Gate	Four thousand seven hundred twenty dollars and no/100	4,720.00
Galvanized Steel Sheeting (left in place)	Twelve dollars and 95/100	12.95
H-Bearing Piles for wingwall	Twenty-seven dollars and no/100	27.00
Removal & Replacement of Gas Service Lines	One hundred twenty-five dollars and no/100	125.00
<u>ALTERNATE</u>		
Upgrading existing brick inlets	Two hundred eighty dollars and no/100	280.00



### ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor.

### ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

### ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of State of Indiana and Ordinances of City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.



#### ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (NE/1 - NE/3)

#### ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Statutes of Indiana and Ordinances of City of Fort Wayne, attached hereto and made a part hereof. (WR/1).

#### ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 387-1983.
- B. Instructions to Bidders for Contract No. 387-1983.
- C. Contractor's Proposal Dated April 13, 1983.
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11106.
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers adopted July 23, 1980 and addendums thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- F. Special Provisions.
- G. Workmen's Compensation Act Statutes of State of Indiana and Ordinances of City of Fort Wayne.
- H. Non Discrimination of labor General Ordinance No. G-34-78 (as amended).
- I. Prevailing wage scale.
- J. Performance Bond.
- K. Labor and Material Payment Bond.
- L. Comprehensive Liability Insurance Coverage.
- M. Application for Street Cut Permit.
- N. Escrow Agreement.
- O. Notice of Award.
- P. Notice to Proceed.
- Q. Change Order.
- R. Notice of Final Acceptance.
- S. HUD Requirements.
- T. Soil Borings.
- U. Right of Way Cut Permit.

#### ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.



#### ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insurer acceptable to owner showing personal injury and property damage. Insurance in force issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.

#### ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

#### ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 120 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

#### ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: Jack Braun  
JACK BRAUN, President 4-21-83  
BY: Joy Braun  
JOY BRAUN, Secretary

CITY OF FORT WAYNE, INDIANA

BY: Win Moses, Jr.  
Win Moses, Jr., Mayor

ATTEST:

Sandra E. Kennedy  
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

R. J. Snouffer  
ASSOCIATE CITY ATTORNEY

BOARD OF PUBLIC WORKS

Stephen A. Bailey  
Stephen A. Bailey, Chairman

Roberta Anderson Staten  
Roberta Anderson Staten, Member

Betty R. Collins  
Betty Collins, Member

Approved by the Common Council of the City of Fort Wayne on \_\_\_\_\_ day of \_\_\_\_\_, 1983.



PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that  
 LAND EXCAVATING, INC.

\_\_\_\_\_  
 (Name of Contractor)

P.O. Box 192 - LaOtto, Indiana 46763

\_\_\_\_\_  
 (Address of Contractor)

a \_\_\_\_\_ Corporation \_\_\_\_\_ hereinafter called  
 (Corporation, Partnership, or Individual)

Principal, and \_\_\_\_\_ RELIANCE INSURANCE COMPANY  
 (Name of Surety)

4740 Kingsway Drive - Indianapolis, Indiana 46205

\_\_\_\_\_  
 (Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of Three Hundred Forty One Thousand Three Hundred Sixty Eight & 90/100 dollars (\$ 341,368.90 ) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the 27th day of April, 19 83, for construction of:

Michigan Avenue Storm Sewer  
 Resolution No. 387-1983



all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11106 Sheets 1-17A and special provisions and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, adopted July 23, 1980 and

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.



IN WITNESS WHEREOF, this instrument is executed in one  
(number)

counterparts, each one of which shall be deemed an original, this ~~twentieth~~ 27th  
day of April, 19 83.

ATTEST:

Jay Brown  
(Principal) Secretary

[SEAL]

Daniel G. Rhea  
(Witness as to Principal)

PO BOX 192 LAOTTO IN. 46763  
(Address)

LAND EXCAVATING, INC.

(Principal)

BY: Jack Brown [S]  
President

P.O. Box 192 - LaOtto, Indiana 46763  
(Address)

RELIANCE INSURANCE COMPANY

Surety

ATTEST:

Gerald C. James  
(Surety) Secretary

[SEAL]

Jessie M. Green  
Witness as to Surety

1721 Magnavox Way

(Address)

P.O. Box 885

Fort Wayne, Indiana 46801

By: Fred L. Tagtmeyer

Attorney-in-Fact

Fred L. Tagtmeyer

1721 Magnavox Way

(Address)

P.O. Box 885

Fort Wayne, Indiana 46801

NOTE: Date of Bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute bond.



## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

LAND EXCAVATING, INC.

(Name of Contractor)

P.O. Box 192 - LaOtto, Indiana 46763

(Address of Contractor)

a Corporation, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and RELIANCE INSURANCE COMPANY

(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of Three Hundred Forty One Thousand Three Hundred Sixty Eight & 90/100..... Dollars (\$ 341,368.90 ) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 29<sup>th</sup> day of April 19 83, for the construction of:

Michigan Avenue Storm Sewer  
Resolution NO. 387-1983

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11106, Sheets 1-17A and special provisions, and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, adopted July 23, 1980.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery,



equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed one counterparts, (number) each one of which shall be deemed an original, this ~~twentieth~~ 27th day of April, 19 83.

ATTEST:

LAND EXCAVATING, INC.

Principal

Jay B. Brown  
(Principal) Secretary

[SEAL]

By Jay B. Brown [S]  
P.O. Box 192 - LaOtto, Indiana 46763  
(Address)

Daryl J. Pfen  
Witness as to Principal

P.O. Box 192 LAOTTO IND. 46763  
(Address)

RELIANCE INSURANCE COMPANY

Surety

By Fred L. Tagtmeyer  
Attorney-in-Fact  
Fred L. Tagtmeyer

ATTEST:

Herald C. Gandy  
(Surety) Secretary

[SEAL]

Susan M. Gandy  
Witness as to Surety

1721 Magnavox Way  
P.O. Box 885  
Fort Wayne, Indiana 46801  
(Address)

1721 Magnavox Way

(Address)

P.O. Box 885

Fort Wayne, Indiana 46801

NOTE: Date of Bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute bond.



*Concurrent  
Genette  
Sano*

BILL NO. S-83-05-24

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN  
ORDINANCE approving a contract by the City of Fort Wayne by and through  
its Board of Public Works and Land Excavating, Inc., for Resolution No. 387-83,  
Michigan Avenue Storm Sewer, Phase I

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

VICTURE L. SCRUGGS, CHAIRMAN

*Victure Scruggs*

SAMUEL J. TALARICO, VICE CHAIRMAN

*Samuel J. Talarico*

DONALD J. SCHMIDT

*D.J. Schmidt*

MARK E. GIAQUINTA

*Mark E. Giaquinta*

PAUL M. BURNS

*Paul M. Burns*

*Concurred in 6-14-83 Sandra E. Kennedy*



DIGEST SHEET

6277

183-05-24

TITLE OF ORDINANCE Act No. 387-83, Phase I, Michigan Ave. Storm  
Sewer, Phase IDEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE This is for construction of a main sewer, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving drainage from collateral drains already constructed or which hereafter may be constructed; across the north half of the southeast quarter of Section 10, Township 30 North Range 12 East bounded on the north by the south right of way line of Taylor Street; bounded on the east by the west right of way line of Broadway, bounded on the southeast by the north right of way line of Guthrie Street; and the south right of way line of Hale Ave. Contractor is Land Excavating.

PRIOR APPROVAL RECEIVED4/26/83EFFECT OF PASSAGE Improvement of sanitary conditions in Mich. Ave.  
area.EFFECT OF NON-PASSAGEMONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$341,368.90ASSIGNED TO COMMITTEE (PRESIDENT)